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Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Stewart Title of Orange County, Inc.—Reconsideration

File: B-261164.2

Date: November 24, 1995

DECISION

Stewart Title of Orange County, Inc. requests reconsideration of our decision, Stewart Title of Orange County, Inc., B-261164, August 21, 1995, 95-2 CPD ¶ 75, in which we denied Stewart Title's protest of the Department of Housing and Urban Development's (HUD) award of a contract to First American Title Insurance Company under request for proposals (RFP) No. 17-95-069, for real estate sales closing services.

The request is denied.

The RFP contemplated the award on a best value basis of a fixed-price, indefinite quantity contract for closing services for the sale of agency-owned, single-family real property in nine identified counties in central Florida for 1 base and 2 option years. After an initial evaluation, discussions were conducted and best and final offers (BAFO) received. First American's higher-priced proposal was found technically superior to Stewart Title's lower-priced proposal. The contracting officer concluded that First American's BAFO's higher ratings reflected actual superiority vis-a-vis the technical merit of Stewart Title's BAFO that outweighed Stewart Title's lower price. Award was therefore made to First American.

Stewart Title protested to our Office that HUD's evaluation was unreasonable; that its proposal was evaluated against unstated evaluation criteria; that HUD had failed to conduct meaningful discussions with Stewart Title; and that HUD had not conducted a reasonable cost/technical tradeoff in selecting First American for award. In our prior decision, we considered each of Stewart Title's detailed allegations and denied Stewart Title's protest. Among other things, we found reasonable both the agency's determination that Stewart Title's proposal and BAFO had not demonstrated a capability to timely perform closings in all nine Florida counties, particularly since Stewart Title only offered two full-time closers, and its determination that First American's superior proposal was most advantageous to the government despite Stewart Title's slight price advantage.

On reconsideration, Stewart Title disagrees with our decision and essentially repeats arguments that were fully addressed in our prior decision. Our Bid Protest

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Regulations require that a party requesting reconsideration either show that our prior decision contains errors of fact or of law, or present information not previously considered that warrants reversal or modification of our decision. 4 C.F.R. § 21.12(a) (1995). Repetition of arguments made during the original protest or mere disagreement with our decision does not meet this standard. Varec N.V.-Recon., B-247363.7, Mar. 23, 1993, 93-1 CPD ¶ 259.

Notwithstanding its numerous specific allegations of errors of fact, Stewart Title has not presented any facts, evidence, or arguments that were not considered in our prior decision and which warrant reversal or modification. For example, Stewart Title repeats an argument that its proposal offered five full-time employees and that, in any event, two closers would be sufficient to perform the contract work. As we noted in our prior decision, however, Stewart Title's proposal only specifically offered two full-time closers and did not state that other employees would be used as closers. Thus, to the extent additional employees were being proposed for this function, Stewart Title failed to satisfy its obligation to prepare an adequately written proposal that could be evaluated in accordance with the stated RFP evaluation criteria. See Miltope Corp.; Aydin Corp., B-258554.4 et al., June 6, 1995, 95-1 CPD ¶ 285. To the extent Stewart Title believes that two closers are sufficient to perform all the anticipated closings in the nine counties, these arguments merely reflect Stewart Title's disagreement with HUD's technical judgment and do not demonstrate that the agency's evaluation conclusions were unreasonable.

Stewart Title also again complains that there was no contemporaneous documentation of HUD's cost/technical tradeoff analysis in the record. As we explained in our prior decision, we consider post-protest explanations of an agency's cost/technical tradeoff judgment and source selection. See DynCorp, 71 Comp. Gen. 129 (1991), 91-1 CPD ¶ 575. HUD provided an adequate explanation of its cost/technical tradeoff in response to the protest, and we found that Stewart Title did not demonstrate that the agency's judgment was unreasonable. Stewart Title's disagreement with our conclusion provides no basis for us to reconsider our decision.

Stewart Title also complains that we failed to address its argument that HUD failed to timely notify the General Accounting Office of the agency's decision to authorize performance of First American's contract despite the suspension of performance triggered by its protest within 10 calendar days of award. See Competition in Contracting Act of 1984 (CICA), 31 U.S.C. § 3553(d) (1988). However, given our

conclusion that the award to First American was proper, Stewart Title was not prejudiced such that it is entitled to a remedy, even if, as Stewart Title asserts, the agency did not timely notify us of its authorization of contract performance notwithstanding the protest. See The Taylor Group, B-234294, May 9, 1989, 89-1 CPD ¶ 436.

The request for reconsideration is denied.

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